

Filed for and return to:

OGDEN MURPHY WALLACE, P.L.L.C.
1 Fifth Street, Suite 200
PO Box 1606
Wenatchee WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Port of Chelan County, a Washington municipal corporation
Grantee(s): Port of Chelan County, a Washington municipal corporation, future owners
Reference Number(s) of Documents Assigned or Released: N/A
Abbreviated Legal Description: Property: Lots G, H, I, and K, BLA 2011-118CA; Neighboring Property: Lots A, B, C, D, and E, BLA 2011-118CA, Chelan County, WA
Complete or Additional Legal Description on Exhibits A and B of Document.
Assessor's Parcel Number(s): Property: 23-19-08-141-200; 23-19-05-110-150; 23-19-05-141-250; 23-19-05-924-070 Neighboring Property: 23-19-05-924-005; 23-19-05-925-010; 23-19-05-110-500; 23-19-05-110-550; 23-19-05-110-600

**COVENANTS, CONDITIONS AND RESTRICTIONS
CASHMERE PROPERTY
PORT OF CHELAN COUNTY**

1. INTRODUCTION:

1.1 The Port of Chelan County ("Port"), as owner of real property legally described on Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property"), hereby establishes limitations, conditions, restrictions and covenants ("Covenants") that will run with the Property and are binding upon all persons owning or using the Property. In the event any part of the Property is sold, these Covenants shall remain as binding covenants on the sold Property after the sale. The Covenants are for the benefit of all the Property and the neighboring property described on Exhibit "B", which is attached hereto and incorporated herein by this reference (altogether the real property described in Exhibits "A" and "B" shall collectively be referred to as the "Benefited Property"). A general depiction of

the Property and the Benefitted Property is attached as Exhibit "C", which is attached hereto and incorporated herein by this reference.

1.2 A domestic water service line crosses the northeast corner of the Property as generally depicted on attached Exhibit "D", which is incorporated herein by this reference.

1.3 In addition to complying with these Covenants, all Occupants must comply with zoning, building restrictions, permit and similar regulations and requirements now or hereafter enacted by recognized governmental authorities. Where any provision of the Covenants regulate any matter that is also regulated by a zoning or building regulation, the higher (i.e. more restrictive) standard shall apply.

1.4 The use, development and improvement of the Property and each Lot and Building site within the Property shall be in conformity with the Covenants.

2. DEFINITIONS:

2.1 "Building" or "Structure" are synonymous and mean any building or structure on the Property, and include, but are not limited to, such things as the main structures on a Lot and all additions thereto, including covered walkways, parking garages, storage structures (whether or not covered), and all ancillary and secondary Buildings and Structures.

2.2 The "front" of a Building is the exterior portion of a Building with the main visitor entrance and shall face a Street, the "back" of a Building is the exterior portion opposite the front, and the "side" of a Building means that portion of the exterior of a Building which is not the front, the back, or the roof.

2.3 "Other Improvements" means any physical addition to a Lot other than a Building or Structure. Other Improvements include, but are not limited to, paved areas, walkways, fences, pillars, free-standing light fixtures and the like.

2.4 "Setback" means the minimum distance between the outermost portion of a Building or Other Improvement and a property line as allowed by the City of Cashmere development code.

2.5 "Height" means the total vertical distance between the uppermost portion of any Building or Other Improvement and the average of the finish perimeter grade levels of all sides of the Building or Other Improvement.

2.6 "Street" means any present or future public street or road dedicated to or owned by the City of Cashmere.

2.7 "Lot" means any portion of the Property specifically described or otherwise allocated or delineated for use within legally defined or depicted boundaries approved by the City of Cashmere.

2.8 "Occupant" means any person or entity using the Property, whether that use is temporary or long term, including the use by one who is a tenant, owner, permittee, licensee, guest, invitee, trespasser, or entity holding another relationship to a Lot which would make that person or entity a prime or dominant user of the Lot or any Structures thereon.

2.9 "Owner" means the owner of record of a Lot or any Structure on a Lot, and the owner(s) of record of the Property.

2.10 "Sign" means any device which publicly displays material or information regardless of the method of the display and regardless of where located, which is visible from outside a Building.

2.11 The word "remodel" shall be broadly construed to encompass all significant visible exterior or interior alterations or changes to a Building, Other Improvements, or the Lot, including but not limited to any alternation requiring a building permit from the local governmental entity with jurisdiction to issue building permits.

2.12 A "Nuisance" shall include and nuisance or public nuisance as defined by local or state code, regulations and laws, as they now exist or are hereafter amended or adopted.

3. PROHIBITED USES:

No use of or condition at the Property is permitted which is a Nuisance or which violates federal, state or local laws, rules or regulations, or the Environmental Covenant with the Washington State Department of Ecology involving the Property and recorded with the Chelan County Auditor.

4. INTERPRETATION:

Subject to Section 19, below, to the extent it is necessary to exercise subjective judgment to determine if any provision of these Covenants has been violated, the good faith subjective judgment of the Board of Commissioners of the Port shall be determinative. In the event of litigation deference by a Court shall be given to the Board of Commissioners of the Port in its interpretation of the Covenants.

5. GENERAL DESIGN AND CONSTRUCTION STANDARDS:

5.1 All design and construction standards identified in this Section 5 shall be broadly construed to encompass designs and construction standards not specifically mentioned but which are within the broadest meaning and intent of these Covenants.

5.2 All Buildings and Other Improvements shall be designed in accordance with the requirements of the latest edition of the Uniform Building Code adopted by the municipal jurisdiction regulating the Building Code at the Property, and with other applicable government rules and regulations.

5.3 All mechanical equipment, utility meters, storage tanks, air conditioning equipment, and similar items shall be screened from view from Streets with landscaping, fencing or secure enclosure at a height necessary to screen the item.

5.4 All equipment, materials, scrap material bins, supplies and the like necessary for business activities conducted on the Property located outside of a Structure must be located on the side or back of a Building (i.e. not in the front of the Building), and only within a secure enclosure which enclosure is at least six (6) feet in height. The storage of any item not necessary for the business activities conducted on the Property is prohibited. Fencing must be of sound permanent construction and site obscuring. All enclosures, including fencing, shall be maintained in a first-class condition (similar to the condition upon original installation), and repaired and replaced if damaged. The surface of any outside storage area must be maintained in a weed and debris free condition, with a surface meeting the following standard: gravel surfacing consisting of a minimum depth of 4-inches of crushed surfacing which conforms to Section 9-03.9(3) Crushed Surfacing of the Standard Specifications for Road, Bridge and Municipal Construction, Washington State Department of Transportation, as it now exists or is hereafter amended.

5.5 All outdoor garbage and trash collection areas shall be maintained in a closed receptacle and visually screened so as not to be visible from neighboring property or Streets. Garbage and trash collection areas may be located anywhere on a Lot provided other requirements are met (setbacks, fencing, landscaping, and the like). No waste, trash, garbage, or other item shall be left outside of a Structure, other than in a closed receptacle located within a visually screened garbage and trash collection area, except on an occasional and temporary basis to facilitate loading and unloading as needed.

5.6 It is the intent of Sections 5.3, 5.4 and 5.5 that the areas outside of the main Building, including the enclosures, landscaping, and fencing, be well maintained, routinely repaired, replaced and painted, as necessary to maintain a professional appearance. The following are examples of a violation of these provisions: (a) dead or dying landscaping; (b)

abandoned items (including parts, supplies, vehicles, etc); and (c) broken or damaged fencing or enclosures. For purposes of these Covenants "scrap material bins" store by-products of the activities conducted on the Property and must be located as set forth in Section 5.4, whereas "garbage and trash collection areas" is the single location on each lot or parcel for the disposal of normal garbage and trash for routine collection.

6. MINIMUM SETBACK:

No Building or Other Improvement and no part thereof shall be constructed or placed closer than permitted to a property line as determined by the zoning for the Property at the time of building permit application, or if no building permit application is required, at the time of commencement of the work.

7. PARKING, ACCESS AND RIGHT OF WAYS:

7.1 Off-street parking adequate to accommodate the parking needs of the Owner or Occupant, employees, and visitors at the Lot shall be provided by the Owner or Occupant of each Lot. The intent of this provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit on-street parking of public transportation vehicles. Parking areas and driveways must be paved with a hard, dust free year-round surface (e.g. asphalt, brick or concrete) striped, and maintained in good condition, free from litter, and must be adequately lighted.

7.2 If parking requirements increase because of a change in the use of a Lot or in the number of persons employed by the Owner or Occupant, additional off-street parking shall be provided by the Owner or Occupant to satisfy the intent of this section. To meet the present or future parking requirements on any Lot, the Owner may secure off-site parking (but not on a Street), if allowed by the City of Cashmere.

7.3 It is the intent of Sections 7.1, 7.2 and 7.3 that the Owner or Occupant shall not use on-street parking on Mill Road or any future Street, whether or not allowed by the City of Cashmere. The Port reserves the right to request the City of Cashmere to prohibit on-street parking on all Streets.

7.4 It shall be the responsibility of any Owner of a Lot along any Street within or surrounding and abutting the Property, now existing or hereafter constructed, to provide for "Finished Development" (as described below) of that portion of the Street (primarily Mill Road) abutting the Owner's Lot between the Owner's Lot and the improved portion of the Street (or to the point required by the City of Cashmere). Finished Development shall be complete prior to a Lot being used as allowed by these Covenants.

7.5 "Finished Development" means completing abutting Streets to the required width, and landscaping the balance of the right of way, pursuant the requirements of the City of Cashmere, and shall include but not be limited to, paving, driveway cuts, sidewalks, curbing, guttering, storm sewers, landscaping and lighting.

8. LANDSCAPING:

8.1 The portion of each Lot not covered by a Building, Other Improvements, sidewalk, required landscaping, or other paving, shall be (i) landscaped, or (ii) covered with a gravel surface consistent with Section 5.4 above (where permitted)

8.2 The following minimum landscaping requirements shall apply to the Property:

8.2.1 The first ten (10) feet of all setback areas (measured from the property line) shall be landscaped and maintained, except for the purpose of automobile access to the Property and pedestrian walkways to Building entrances, where applicable. If the setback is less than ten (10) feet, then the entire setback area must be landscaped.

8.2.2 In addition to the required landscaping of required setback areas, any unpaved or unimproved areas lying within adjacent Street rights-of-way shall be landscaped and maintained to the finished curb line of the Street by the Owner or Occupant.

8.2.3 Landscaping may include pedestrian walkways connecting bays of parking to each other or to the Building.

8.2.4 The perimeter of parking areas adjacent to Streets shall be landscaped.

8.2.5 All landscaped areas are to be automatically irrigated by an underground system providing one hundred percent (100%) irrigation coverage.

8.2.6 After completion, landscaping shall be maintained in a slightly, healthy, and well-kept and groomed condition.

8.3 Fencing shall not be allowed in the front, or front yard, setback area.

9. LIGHTING:

Exterior lighting of the Building or Other Improvements must be shielded or concealed so that the light source (i.e. the bulb or filament) is not visible from the Street or adjacent Lots.

10. SIGNS:

10.1 Signs shall only be placed on the wall of a Building, or on the ground. No roof signs, pylon signs, or window signs are permitted.

10.2 All Signs shall identify only the business(es) or the company or companies operating on the Lot (signs may contain logos, artwork, product and other descriptions). One ground Sign may be placed on each Lot and in proximity to the business or service identified.

10.3 Wall Signs shall be fixture signs. Signs painted upon a wall or projecting more than twelve (12) inches from a wall shall not be allowed.

10.4 For a Building with multiple Occupants, each Occupant may be identified with a wall Sign not exceeding twelve (12) square feet in area. The total area of the single ground Sign allowed on each Lot shall not exceed one hundred (100) square feet.

10.5 Wall Signs shall be permitted to the maximum height of the exterior wall for a Building on which they are located (i.e. not higher than the eve of the roof). Ground Signs shall not exceed eight (8) feet in total height, including foundation and support structures.

10.6 No Sign shall be located closer than fifteen (15) feet from any property line.

10.7 Signs may be illuminated but shall not be portable, moving, rotating, flashing, animated, blinking, floating or fluctuating. Internally lit signs are allowed.

11. UTILITIES:

11.1 All permanent utility systems and related services, including water, sewer, storm water collection, retention, and detention, power, telephone, television cable, gas, and the like shall be underground or in the Building. Any external transformers, meters, and similar apparatus must be at ground level or below with approved screening for ground level installation. Temporary utilities for construction are permitted for the duration of the construction but in no event more than eighteen (18) months.

11.2 No antenna for the transmission or reception of information, data, or communications, including telephone, television, microwave, or radio signals shall be placed on any Lot, whether or not actually used, unless such antenna shall be so located that it cannot be seen from five (5) feet zero (0) inches above ground or ground-floor level at a distance of two hundred (200) feet in any direction.

12. PORT NOT LIABLE:

The Port shall not be liable for any damage, loss, or prejudice suffered or claimed by any person, Owner or Occupant on account of the construction of any improvement, performance

of any work, or the development of any property owned by the Port in violation of these Covenants, except as otherwise provided by law.

13. MAINTENANCE:

13.1 The Occupant of a Lot shall be directly and primarily responsible for all maintenance and upkeep of the Lot, the Building and Other Improvements, including, without limitation, the maintenance of all parking areas, driveways and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute as shall, in all respects, be equal in quality, appearance, and durability, the removal of debris and waste material and the washing and sweeping of paved areas, and the painting and repainting of striping markers and directional signals as required.

13.2 Each Occupant shall remove at regular and frequent intervals, at its expense, rubbish or vegetation which is not part of an approved landscaping plan and debris of any character whatsoever which may grow or otherwise be deposited or accumulated on the Occupant's Lot. The Occupant shall perform all necessary maintenance of all landscaping, including the trimming, watering, and fertilization of all grass, groundcover, shrubs, or trees, the removal of dead or waste materials, and the replacement of any dead or diseased grass, groundcover, shrubs, or trees on the Occupant's Lot.

13.3 Exterior surfaces of any Structure or Other Improvement on a Lot shall be maintained in first-class condition. Any damage to the exterior shall be repaired and removed. Damaged bricks shall be repaired and replaced with like colors. Exterior painting shall be professionally done.

13.4 Each Occupant shall remove snow and ice from any Structure, from sidewalks, parking areas and roads, on the Occupant's Lot, and from the Lot it uses or occupies, as is reasonable, necessary, and safe.

13.5 Any broken windows or glass of a Building or Other Improvements shall be immediately replaced by the Occupant whether the Building or Other Improvement is occupied or not. The Occupant shall clean, maintain, and relamp any external lighting fixtures at regular and frequent intervals, except such fixtures which are the property of any public utility or government body.

13.6 The Owner or Occupant of any Lot shall at all times keep it and the Buildings, and Other Improvements thereon in a safe and clean condition and comply, at its own expense, in all respects with all applicable governmental, health, fire and safety ordinances, regulations, requirements, and directives.

14. DISPOSABLE WASTE:

Discharge of any waste or waste products by an Occupant onto any Lot or the Benefited Property is prohibited. Discharge of any waste or waste products by an Occupant into the sewer system may occur only with the approval of the appropriate governmental agency(s) having jurisdiction therefore, and shall be at the expense of the Occupant.

15. STORM WATER:

15.1 The Lot shall be designed and graded to appropriately handle storm water and other run-off on-site, and to prevent drainage onto neighboring properties or Streets, or into the existing drainage on the south side of Mill Road. The development of a Lot must make adequate provision for drainage from Structures and other impervious surfaces.

15.2 Each Occupant shall be responsible for controlling storm water run-off from the Lot, Structures and Other Improvements utilized by the Occupant in compliance with applicable rules and regulations, at the expense of the Occupant.

16. GROUNDWATER; ENVIRONMENTAL COVENANT:

The withdrawal and use of groundwater on or near the Property is prohibited. No Owner or Occupant shall install or construct a well or any other structure that could be utilized to withdraw groundwater on or near the Property. The Property is subject to an Environmental Covenant with the Department of Ecology and recorded with the Chelan County Auditor, which includes a prohibition on the withdrawal of groundwater. A violation of the Environmental Covenant shall be deemed to be a violation of these Covenants.

17. HAZARDOUS AND TOXIC SUBSTANCES:

17.1 No Occupant shall cause or permit any activity on any Lot in the Property which directly or indirectly results in any of the Property becoming contaminated with hazardous or toxic waste or substances. For purposes of these Covenants, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous toxic or radioactive substance or other similar term by any applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect.

17.2 Each Occupant shall promptly comply with all statutes, regulations, ordinances, and rules which apply to the use of hazardous or toxic waste or substances in, on, or around any part of the Property.

17.3 Each Owner and Occupant agrees to and does hereby indemnify and hold the Port and all other Occupants harmless from all obligations relating to a clean-up, removal, or mitigation of any hazardous or toxic substances on or relating to any part of the Property resulting from that Owner's and Occupant's use, disposal, transportation, generation or sale of hazardous or toxic waste or substances. This Section 17.3 is prospective only and shall apply only to activities triggering this provision arising after the date these Covenants are recorded with the Chelan County Auditor.

17.4 The Property was the subject of a remedial and environmental clean-up action undertaken in conjunction, in part, with the Washington State Department of Ecology.

18. SAVINGS:

Nothing in these Covenants shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of these Covenants and any statute, law, public regulation or ordinance, or court decree, the latter shall prevail, but in such event, the provisions of these Covenants affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. If any provision of these Covenants is determined by a court of competent jurisdiction to be unenforceable, the remainder of the provisions shall continue to be enforceable.

19. ENFORCEMENT:

19.1 These Covenants are perpetual and run with the land, binding on the present and future Owners and occupants of the Property. The Port has the right but not the obligation to enforce these Covenants. Any failure by the Port to enforce compliance with any of the provisions of these Covenants immediately upon having notice of any noncompliance shall in no event be deemed a waiver of the right of the Port to do so thereafter, but shall merely be deemed a waiver of the Port's right to enforce compliance prior to the Port actually doing so. Under no circumstances shall the Port have any responsibility or liability to any Owner, Occupant or third party for failure to specifically enforce these Covenants. In the event the Port seeks to enforce these Covenants, the Port shall provide the violating Owner or Occupant thirty (30) days advance written notice and an opportunity to comment and otherwise respond to the notice, before the Port proceeds to court as set forth below.

19.2 Each Owner or Occupant of the Benefited Property, in its sole discretion, shall have the right to compel specific performance of these Covenants by any other Owner or Occupant through an action in the Superior Court of the State of Washington, in Chelan County.

19.3 In the event it is necessary for any Owner of the Benefited Property to engage the services of an attorney to enforce any of the provisions of these Covenants, whether or not

legal action is instituted, and the enforcing Owner is substantially successful in such dispute resolution, the Owner and Occupant of a Lot where the non-compliance exists shall be obligated to pay to the Enforcing Owner the Enforcing Owner's costs and reasonable attorneys' and experts fees involved in the enforcement efforts.

19.4 In seeking or implementing compliance with these Covenants, the Port shall have no liability for injury or damage to any property of any Owner or Occupant occasioned by that Owner or Occupant's failure to comply with the Covenants and the Port's efforts to obtain compliance.

19.5 In the event of litigation, the venue of any action commenced to enforce the terms of these Covenants shall be in Chelan County, Washington.

20. AMENDMENTS OF COVENANTS:

The Covenants may be amended as follows: (a) by a simple majority of the Owners of the Property (based on one vote per Lot), combined with the written consent of the Port, so long as the Port owns any portion of the Benefitted Property; or (b) by a two-thirds majority of the Owners of the Benefitted Property, if the Port no longer owns any portion of the Benefitted Property.

ADOPTED this 21st day of November, 2017.

PORT OF CHELAN COUNTY



JC Baldwin, Commissioner



Donn Etherington, Commissioner

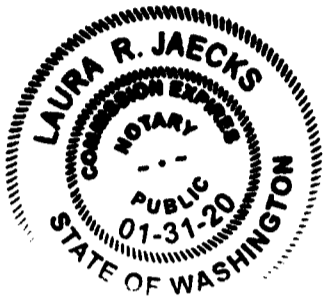


Rory Turner, Commissioner

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that **JC Baldwin** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a Commissioner of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 21st day of November, 2017.



Laura R Jaecks
(printed name) Laura R Jaecks
NOTARY PUBLIC, State of Washington
My appointment expires 01-31-20

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that **Donn Etherington** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 21st day of November, 2017.



Laura R Jaecks
(printed name) Laura R. Jaecks
NOTARY PUBLIC, State of Washington
My appointment expires 01-31-20

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that **Rory Turner** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 21st day of November, 2017.



Laura R. Jaecks
(printed name) Laura R. Jaecks
NOTARY PUBLIC, State of Washington
My appointment expires 01-31-20

EXHIBIT "A"
Legal Description of Property

Lot G - Parcel No. 23-19-05-141-200

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:

Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 245.48 feet to the True Point of Beginning ; thence continuing along said right of way, South 89°40'49" East for a distance of 266.91 feet; thence leaving said right of way, South 11°17'12" West for a distance of 110.39 feet; thence North 81°26'47" West for a distance of 46.52 feet; thence South 08°55'02" West for a distance of 96.39 feet; thence North 81°03'57" West for a distance of 9.03 feet; thence South 06°47'43" West for a distance of 90.68 feet; thence South 49°40'00" West for a distance of 221.28 feet; thence North 19°53'43" West for a distance of 135.42 feet; thence 104.04 feet along a non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 59°36'33.84", with a chord bearing of North 29°55'36" East for a chord distance of 99.41 feet; thence North 00°07'19" East for a distance of 216.42 feet to the True Point of Beginning.

Lot H - Parcel No. 23-19-05-110-150

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:

Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North $02^{\circ}35'13''$ West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South $88^{\circ}11'08''$ East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South $88^{\circ}11'08''$ East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road to the True Point of Beginning; thence continuing along said right of way, South $68^{\circ}55'10''$ East for a distance of 58.21 feet; thence continuing along said right of way, South $89^{\circ}40'49''$ East for a distance of 245.48 feet; thence leaving said right of way, South $00^{\circ}07'19''$ West for a distance of 216.42 feet; thence, 104.04 feet along a tangent curve to the right with a radius of 100.00 feet, a central angle of $59^{\circ}36'33.84''$, a chord bearing of South $29^{\circ}55'36''$ West for a chord distance of 99.41 feet; thence South $19^{\circ}53'43''$ East for a distance of 135.42 feet; thence South $34^{\circ}21'29''$ West for a distance of 112.52 feet; thence South $30^{\circ}36'35''$ West for a distance of 144.97 feet; thence South $39^{\circ}10'25''$ West for a distance of 69.91 feet; thence North $72^{\circ}43'24''$ West for a distance of 141.82 feet; thence North $00^{\circ}34'35''$ East for a distance of 687.45 feet; thence South $68^{\circ}55'10''$ East for a distance of 15.81 feet to the True Point of Beginning.

Lot I - Parcel No. 23-19-05-141-250

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:
 Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, North 68°55'10" West for a distance of 15.81 feet to the True Point of Beginning; thence along said right of way, North 68°55'10" West for a distance of 65.62 feet; thence North 48°49'36" West for a distance of 92.30 feet; thence North 31°39'28" West for a distance of 140.82 feet; thence leaving said right of way, South 01°08'16" East for a distance of 336.79 feet; thence South 30°25'15" West for a distance of 346.34 feet; thence South 41°38'17" East for a distance of 122.55 feet; thence South 28°35'00" East for a distance of 43.16 feet; thence South 52°07'38" East for a distance of 77.57 feet; thence South 53°36'52" East for a distance of 95.34 feet; thence South 58°32'27" East for a distance of 64.18 feet; thence North 81°20'42" East for a distance of 72.40 feet; thence North 00°34'35" East for a distance of 687.45 feet to the True Point of Beginning.

Lot K - Parcel No. 23-19-05-924-070

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:

Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53 and the True Point of Beginning;

thence North 05°55'35" West for a distance of 219.75 feet;

thence North 84°08'11" East for a distance of 86.03 feet to the True Point of Beginning;

True Point of Beginning;

thence North 84°08'11" East for a distance of 293.40 feet;

thence South 31°39'28" East for a distance of 66.13 feet;

thence South 01°08'16" East for a distance of 336.79 feet;

thence South 30°25'15" West for a distance of 346.34 feet;

thence North 59°52'44" West for a distance of 90.16 feet;

thence North 27°30'40" West for a distance of 52.13 feet;

thence North 23°25'42" West for a distance of 88.02 feet;

thence North 12°16'11" West for a distance of 76.96 feet;

thence North 02°59'54" East for a distance of 108.21 feet;

thence North 06°19'42" East for a distance of 66.93 feet;

thence North 28°36'23" West for a distance of 47.96 feet;

thence North 00°17'35" West for a distance of 59.26 feet;

thence North 02°22'49" East for a distance of 138.43 feet to the True Point of Beginning.

EXHIBIT "B"
Legal Description of Neighboring Property

Lot A - Parcel No. 23-19-05-924-005

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:

Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North 00°53'45" East a distance of 97.63 feet to the True Point of Beginning.

**thence South 89°40'22" East for a distance of 596.94 feet;
 thence North 30°16'50" East for a distance of 117.69 feet;
 thence North 89°21'02" West for a distance of 654.66 feet;
 thence South 00°53'45" West for a distance of 105.66 feet to the True Point of Beginning.**

Lot B - Parcel No. 23-19-05-925-010

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:
 Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North 00°53'45" East a distance of 203.29 feet to the True Point of Beginning.

True Point of Beginning

thence South 89°21'02" East for a distance of 654.66 feet;
 thence North 30°16'50" East for a distance of 30.00 feet;
 thence North 76°26'01" West for a distance of 732.02 feet;
 thence 154.61 feet along a non-tangent curve to the right, having a radius of 1462.72 feet, a central angle of 6°03'22.68", with a chord bearing of North 73°24'20" West for a chord distance of 154.54 feet;
 thence South 03°44'54" West for a distance of 77.46 feet;
 thence South 00°32'39" East for a distance of 154.35 feet;
 thence South 89°12'02" East for a distance of 193.57 feet to the True Point of Beginning

Lot C - Parcel No. 23-19-05-110-500

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:

Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North 00°53'45" East a distance of 203.29 feet; thence North 00°56'36" East a distance of 179.41 feet to a point on the Southerly right of way of Sunset Highway, knows as Old SR 2, thence South 00° 50' 34" West a distance of 61.51 feet to the Northerly right of way of said Sunset Highway to the True Point of Beginning;

thence along said right of way, South 76°26'01" East for a distance of 696.99 feet;

thence leaving said right of way, North 12°59'54" East for a distance of 112.42 feet to a point on the Southerly line of the Burlington Northern Santa Fe Railroad right of way;

thence along said right of way, North 79°43'48" West for a distance of 438.91 feet;

thence continuing along said right of way, North 79°43'48" West for a distance of 240.64 feet;

thence 33.62 feet along a non-tangent curve to the right, having a radius of 1482.35 feet, a central angle of 1°17'57.84", with a chord bearing of North 79°04'49" West for a chord distance of 33.62 feet;

thence leaving said right of way, South 00°54'14" West for a distance of 73.58 feet to the True Point of Beginning.

Lot D - Parcel No. 23-19-05-110-550

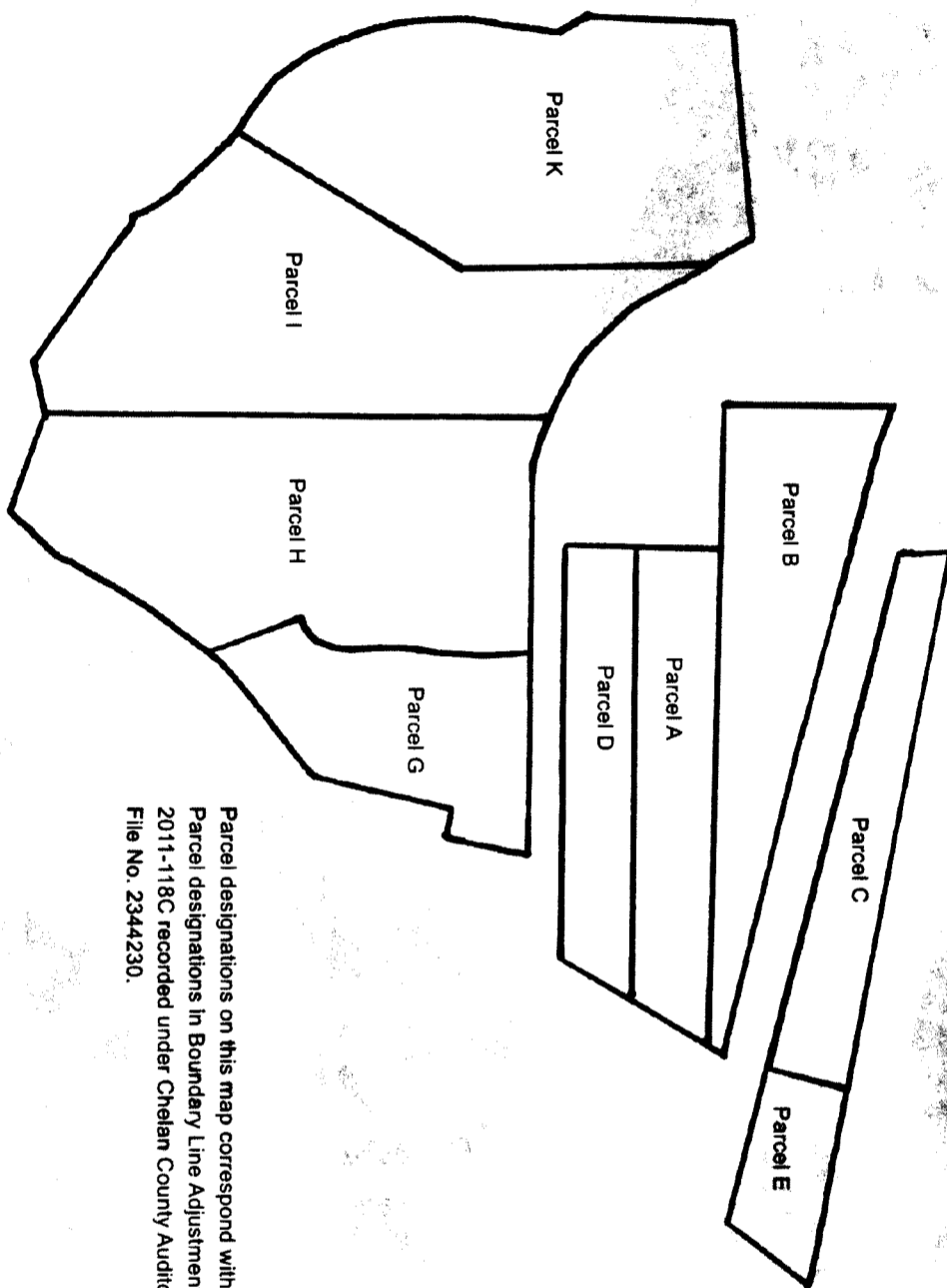
A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road and the True Point of Beginning; thence along said right of way, thence South 89°40'22" East for a distance of 541.65 feet; thence leaving said right of way, North 30°16'50" East for a distance of 112.68 feet; thence North 89°40'22" West for a distance of 596.94 feet; thence South 00°53'45" West for a distance of 97.63 feet to the True Point of Beginning.

Lot E - Parcel No. 23-19-05-110-600

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:

Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North 00°53'45" East a distance of 203.29 feet; thence North 00°56'36" East a distance of 179.41 feet to a point on the Southerly right of way of Sunset Highway, knows as Old SR 2, thence South 00° 50' 34" West a distance of 61.51 feet to the Northerly right of way of said Sunset Highway; thence along said right of way, South 76°26'01" East for a distance of 696.99 feet to the True Point of Beginning thence continuing South 76°26'01" East for a distance of 206.45 feet; thence North 35°37'51" East for a distance of 137.41 feet to a point on the Southerly line of the Burlington Northern Santa Fe Railroad right of way; thence along said right of way, North 79°43'48" West for a distance of 259.61 feet; thence leaving said right of way, South 12°59'54" West for a distance of 112.42 feet to the True Point of Beginning.

EXHIBIT "C"
Map of Property and Benefitted Property



Parcel designations on this map correspond with the
Parcel designations in Boundary Line Adjustment
2011-118C recorded under Chelan County Auditor's
File No. 2344230.

EXHIBIT "D"
Utility Corridors

